IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.572 OF 2006

IN

SUMMARY SUIT NO.1666 OF 2006

M/s.InNetwork Entertainment Ltd. ...Plaintiff.

vs.

Amit Bokadia & another. ...Defendants.

Mr.Atul Rajadhyakshya with Ms.Sheeba Ajwani i/b. Dave & Girish & Co., for Plaintiff.

Mr.A.C.Singh i/b. S.R.Saudagar, for Defendants.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

. By consent of parties, the summons for judgment is disposed of in the following terms:-

1. In case within a period of twenty weeks from today, the defendants deposit the amount of Rs.3,00,00,000/ (Rupees Three crores only) with due intimation to the plaintiff in this Court, this summons for judgment shall stand disposed of and leave to defend shall stand granted to the defendants. In that event written statement to be

filed within a period of six weeks from the date of deposit.

2. In that event, the defendants shall also be entitled to apply to the Court for direction to the plaintiff to permit the defendants to release the movie. Needless to say, if such an application is made it will be considered on merits in accordance with law.

3. In case the amount is deposited as directed above, the Prothonotary and Senior Master of this Court shall permit the plaintiff to withdraw the amount on furnishing bank guarantee of a nationalised bank to the satisfaction of the Prothonotary and Senior Master of this Court with an undertaking to this Court to bring back the said amount if so directed by this Court and on such terms and conditions as may be directed by the Court, and in that event the rate of interest shall not be less than 12% per annum. The withdrawal shall be permitted within a period of six weeks from the date of deposit.

4. If the amount is not withdrawn within the aforesaid period, it shall be invested in fixed

deposit in a nationalished bank during the pendency of the suit.

5. If the amount is not so deposited by the defendant, the summons for judgment shall stand granted and the suit of the plaintiff shall stand decreed in terms of prayer clause (a) and (b). In that even, the plaintiff shall be entitled to refund of Court fees as per rules.